

The Water Works Contract.

We publish this morning the contract in full between the city of Springfield and Messrs. Ennis & Eastman, for the building of the proposed Water Works. It speaks for itself. The specifications would be unintelligible without the plan, which it is impossible to publish, but Mayor Sutton will be happy to exhibit both to any one desirous of inspecting them. The contract is a plain, straightforward document, which admits of no evasion or misinterpretation.

"This Agreement, made this sixteenth day of October, A.D. eighteen hundred and sixty, between W. H. Ennis and Asa Eastman, of the counties of Macon and Sangamon, and State of Illinois, parties of the first part, and the city of Springfield, in the county of Sangamon, and of Illinois, party of the second part, witnesseth, that the said party of the first part, for and in consideration of the payments to be made to them by the said second party as hereinafter provided, do hereby contract and agree to build, finish and complete for the said second party, the Springfield Water Works, as described in the foregoing specifications, and according to the plans and drawings therein especially referred to; which plans and drawings are declared to be a part of this agreement.

"And the said second party, for and in consideration of the said first party fully and faithfully executing the aforesaid work, and furnishing all the materials therefor, so as fully to carry out the design according to its true spirit, meaning and intent, in the manner and by and at the times set forth in the foregoing specifications, and to the full and complete satisfaction of the Mayor as aforesaid, doth hereby agree to pay to the said first party as the work progresses, and as the same shall be certified to by the said superintendent, the sum of one hundred and thirty-nine thousand, five hundred and eighty-three and thirty-two one-hundredth dollars, in the manner following, to-wit: in legal and valid bonds of the city of Springfield, issued as water works bonds, payable twenty years after date, bearing eight per cent. interest, payable semi-annually, both interest and principal payable in the city of New York; said bonds to be issued and delivered as the work progresses, ninety per cent. on relative monthly estimates to be issued and delivered on the last day of each month; the balance when the work is completed. Estimates to be made by the Mayor and Superintendent aforesaid. The work to be commenced when ordered by the said Mayor and Superintendent, and completed in ten months after commencement, and if any delay is caused by reason of failure of second party to procure the right of way, as much time shall be given as was taken by the delay.

"It is further agreed by the parties hereto that all the foregoing conditions and stipulations shall be mutually binding upon executors, administrators and assigns.

"Said contract is entered into subject to the ordinances of the city, and to the power of the Mayor of the city to suspend the work, and of the City Council to amend the contract for a failure of the contractors to perform the same on their part according to the terms thereof, but that such suspension or amendment shall not affect the right of the city to all damages and penalties claimable by it on account of the non-performance of the contract according to the terms thereof.

"In testimony whereof the said parties hereto set their hand and seal the day and year first above written.

{ SEAL. }

G. A. SUTTON, Mayor.
ASA EASTMAN.
WILLIAM H. ENNIS.